

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.

LEGACY PRO SPORTS LLC,

Plaintiff,

vs.

OLUSEYI AJIROTUTU,

Defendant.

_____ /

COMPLAINT

Plaintiff, LEGACY PRO SPORTS LLC (“Plaintiff”), by and through undersigned counsel, hereby sues Defendant, OLUSEYI AJIROTUTU (“Defendant”), and alleges the following:

JURISDICTION AND VENUE

1. This is an action for damages that exceeds the sum of \$15,000, exclusive of interests and costs.

2. At all times material hereto, Plaintiff was a Florida Limited Liability Company with a principal address in Fort Myers, Florida, registered to do business with the Florida Division of Corporations.

3. Upon information and belief, at all times material hereto, Defendant was an individual domiciled in the State of California.

4. Jurisdiction and venue are proper in this Court pursuant to the Consulting/Management Contract entered into by and between Plaintiff and Defendant on

November 13, 2018 (the “Contract,” attached hereto as Exhibit “A”), which includes the following provision:

Choice of Laws; Venue; Waiver of Jury Trial. In the event of any dispute arising out of the performance of this contract, whether based in contract, tort, or other body of law, the parties agree that the laws of the State of Florida will govern the dispute. The parties further agree that the venue for any dispute, including any dispute where the citizenship of the parties is diverse, will be solely and exclusively in the state court of Lee County, Florida.

5. All conditions precedent to the bringing of this action have been satisfied or waived.

SUMMARY OF CLAIMS

6. This is an action for breach of contract.

7. Plaintiff provided consulting and management services, as an independent contractor, to assist Defendant with obtaining certain funds that Defendant may have been entitled to, including, without limitation, Total and Permanent Disability.

8. Despite Defendant receiving benefits as a result of Plaintiff’s consulting and management services, and despite numerous requests for payment by Plaintiff and numerous promises by Defendant to make payment, Defendant has not paid Plaintiff for its services.

GENERAL ALLEGATIONS

9. Defendant is a former NFL wide receiver and special teamer who was signed by the San Diego Chargers as an undrafted free agent in 2010. He played for the Chargers, Carolina Panthers and Philadelphia Eagles before retiring. Defendant suffered injuries during his playing career.

10. Defendant retained Plaintiff, by way of executing the Contract, to assist Defendant with obtaining Total and Permanent Disability benefits from the NFL Player Benefits Disability Plan.

11. Plaintiff provided services for Defendant, which included but was not limited to: (i) educating and informing Defendant on Client Benefits; (ii) assisting Defendant with full data gathering and submissions; (iii) advising Defendant on necessary and/or recommended professional services (ex: legal or medical); (iv) coordinating all travel and logistics as needed; and (v) acting as a liaison between Defendant and professional service providers.

12. The Contract required that Defendant would pay Plaintiff \$100,000 of all monetary awards that Defendant receives for Client Benefits to be paid as follows: (i) \$28,000 of back pay check and \$4,000 per month for 18 months. The Contract further provided that Defendant would reimburse Plaintiff for any expenses that Plaintiff incurs on behalf of Defendant as long as those expenses were preapproved by Defendant in writing.

13. Additionally, the Contract includes a fee shifting provision, which states:

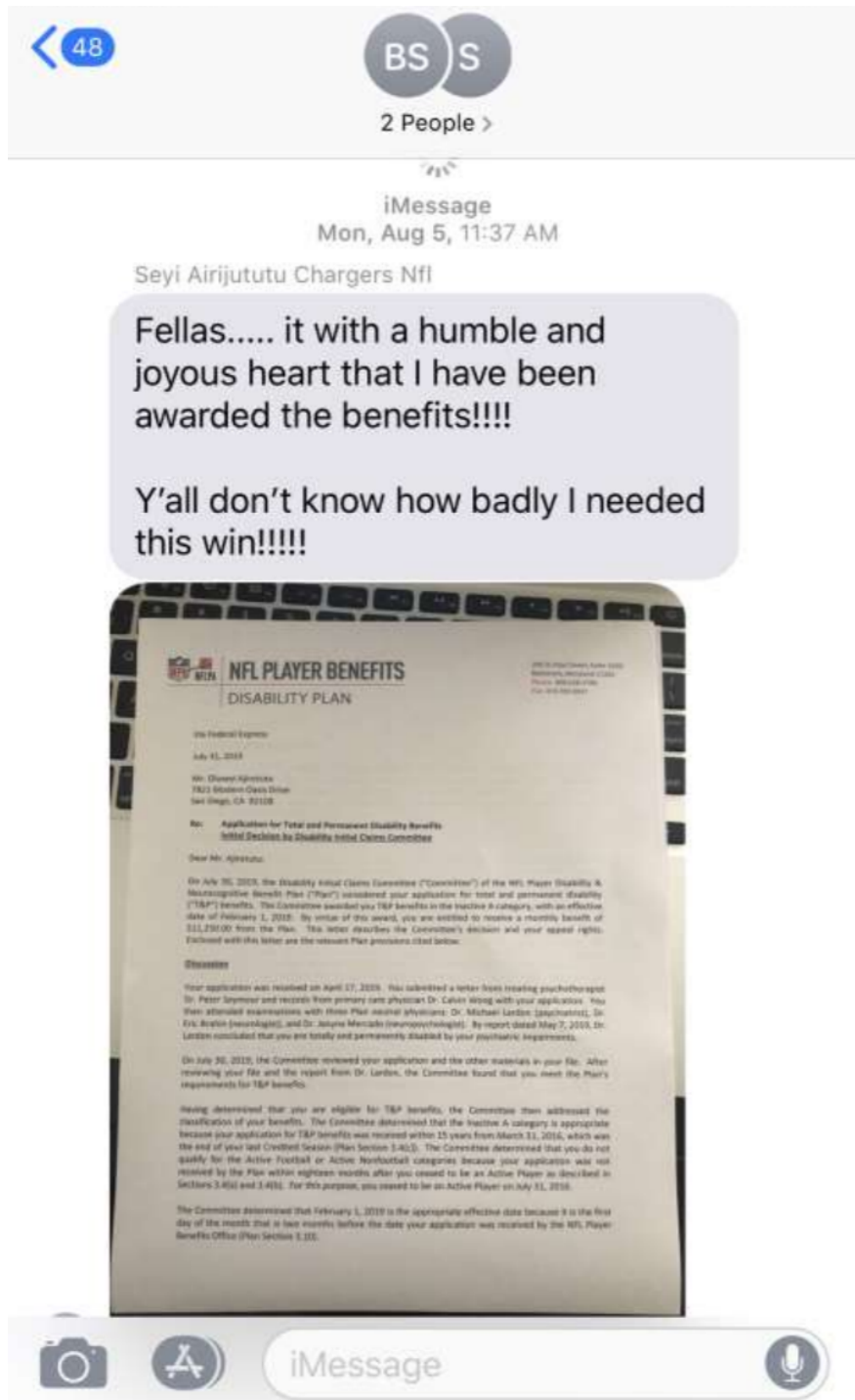
Enforcement Costs. In the event any disputes arise out of this contract, including but not limited to litigation, mediation, arbitration or those otherwise involving legal counsel, the prevailing party(ies) will be entitled to recover reasonable legal fees, expenses and court costs through appeal and final judgment on all issues in addition to any other relief to which the party(ies) may be entitled.

14. Defendant received an award for Client Benefits from the NFL Player Benefits Disability Plan. Specifically, the Disability Initial Claims Committee of the NFL Player Disability & Neurocognitive Benefit Plan considered Defendant's application for total and permanent disability benefits and awarded Defendant same in the Inactive A category, with an effective date of February 1, 2019.

15. Upon receiving the good news, Defendant texted Plaintiff's executives the following:

Fellas..... it with a humble and joyous heart that I have been awarded the benefits!!!!

Y'all don't know how badly I needed this win!!!!



16. On September 25, 2019, Plaintiff, through undersigned counsel, delivered a demand letter to Defendant, indicating that, at that time, Defendant owed Plaintiff \$28,000 under the Contract.

17. As of the date of filing, Defendant now owes Plaintiff \$32,000 under the Contract.

18. The amount due from Defendant to Plaintiff will increase for every month that the balance remains unpaid, as the Contract states that Defendant owes Plaintiff an additional \$4,000 per month for a total of 18 months, for a total of \$100,000 to fully exhaust the debt Defendant owes to Plaintiff.

COUNT I – BREACH OF CONTRACT

Plaintiff re-avers and re-alleges paragraphs 1 through 18 as fully set forth herein.

19. Plaintiff and Defendant entered into an agreement whereby Plaintiff would provide consulting and management services to Defendant.

20. Plaintiff fully performed its obligation under the agreement by providing said services.

21. Defendant materially breached the Contract by failing to pay Plaintiff for its services, as set forth in the Contract.

22. Plaintiff has suffered damages as a result of Defendant's breach.

23. The Contract includes a fee shifting provision entitling the prevailing party to reimbursement of reasonable attorney's fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, reasonable attorney's fees and costs, and such other relief this Court deems just and proper under the circumstances.

Dated: October 10, 2019.

Attorney for Plaintiff:
HEITNER LEGAL, P.L.L.C.
By: Darren A. Heitner
Darren A. Heitner, Esq., Fla. Bar No. 85956
215 Hendricks Isle
Fort Lauderdale, FL 33301

Telephone: 954-558-6999
Email: darren@heitnerlegal.com

EXHIBIT A

CONSULTING/MANAGEMENT CONTRACT

This contract is made and entered as of the date last executed by a party hereto, and is by and between Legacy Pro Sports LLC, a Florida limited liability Company ("Legacy"), and the party executing the contract as "Client" in the acknowledgement section below ("Client"). Client and Legacy agree as follows:

1. **Engagement.** Client engages Legacy as an independent contractor for Client to provide consulting and management services to Client to assist Client obtain certain funds that Client may be entitled to, including, without limitation, Total and Permanent Disability (the "Client Benefits"). Nothing contained in this contract creates an employment relationship, partnership, joint venture or other association between any of the parties or causes any party to be responsible in any way for the debts or obligations of any other party(ies), other than as expressly set forth in this contract.
2. **Legacy Services.** Legacy will provide the following services for Client:
 - a. Educate and inform Client on Client Benefits and other similar matters;
 - b. Assist Client with full data gathering and submissions;
 - c. Advise Client on necessary and/or recommended professional services (ex. legal or medical)
 - d. Coordinate all travel and logistics as needed.
 - e. Act as a liaison between Client and Professional (ex.legal or medical) service providers
- Compensation.** Client will pay Legacy one hundred thousand dollars (\$100,000) of all monetary awards that client receives for Client Benefits (the "Consulting Fee"). Client will pay Legacy one hundred thousand dollars. It will be paid as follows twenty - eight thousand (\$28,000) of back pay check and four thousand (\$4,000) for 18 months. I understand that Legacy Pro Sports may at its discretion attempt to process the charge again every 5 days, and agree to an additional \$100 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment.
3. **Expenses.** Client will reimburse Legacy for any expenses that Legacy incurs on behalf of Client so long as those expenses are preapproved by Client in writing.
4. **Legacy's Communication Authorization.** Client hereby authorizes Legacy to communicate with any third party regarding Legacy's services contained in this contract. This includes, but is not limited to, Client's other agents, managers, attorneys and doctors.
5. **Confidential Information.** Legacy agrees to maintain in strict confidence all confidential information Legacy receives in connection with Legacy's performance under this contract. Legacy will use confidential information only for the specific purpose of performing Legacy's duties under this contract. Legacy will never publish, disseminate, or otherwise make available any inventions, patents, data, information, intellectual property, documentation, software, enhancements, know-how, trade secrets, procedures, methods, concepts, leads, customer lists, prospect lists, business contacts, suppliers, subcontractors, financial, business and operational information that otherwise affects Client, or any other tangible or intangible matters relating to Client. Within seven (7) calendar days of termination of this contract, whether initiated by Client, or by operation of law, for whatever reason, Legacy will deliver to Client all physical and/or electronic confidential information, keeping no copies thereof, and permanently deleting all electronic confidential information from all software and/or hardware in every medium. The provisions of this paragraph will survive the termination of this contract.
6. **Representations and Warranties.** Legacy and Client represent and warrant to each other that each: has the legal right to enter into this contract, will not infringe the intellectual property of any third party by entering into this contract; and will not violate other rights of any third party by performing this contract.
7. **Term and Termination.** This contract will remain in effect until either party terminates this contract for any reason with seven (7) calendar day's written notice to the other party.
8. **Effect of Termination.** The parties' duties under this contract terminate at the termination of this contract without further liability of either party to the other, except those duties that survive the expiration of this contract. If Client terminates this contract subsequent to Legacy's commencement of services related to obtaining a Client Benefit, then Client is required to pay Legacy the Consulting Fee for that Client Benefit.
9. **Enforcement Costs.** In the event any disputes arise out of this contract, including but not limited to litigation, mediation, arbitration or those otherwise involving legal counsel, the prevailing party(ies) will be entitled to recover reasonable legal fees, expenses and court costs through appeal and final judgment on all issues in addition to any other relief to which the party(ies) may be entitled.
10. **Interpretation; Savings Clause; Severability.** Should any word, phrase, sentence, paragraph, section or other portion or provision of this contract be rendered impossible, void, invalid, unenforceable, or otherwise prohibited by any court or governmental agency or authority of any

jurisdiction for any reason, the offensive word, phrase, sentence, paragraph, section or other portion or provision of this contract will be deemed omitted or stricken to the extent necessary so that the offensive word, phrase, sentence, paragraph, section or other portion or provision of this contract does not render impossible, void, invalid, unenforceable, or otherwise prohibited any other word, phrase, sentence, paragraph, section or other portion or provision of this contract.

11. **Choice of Laws; Venue; Waiver of Jury Trial.** In the event of any dispute arising out of the performance of this contract, whether based in contract, tort, or other body of law, the parties agree that the laws of the State of Florida will govern the dispute. The parties further agree that the venue for any dispute, including any dispute where the citizenship of the parties is diverse, will be solely and exclusively in the state court Lee County, Florida. If, and only if, the state court for Lee County, Florida does not have jurisdiction, then the dispute will be brought in the U.S. District Court in or having jurisdiction over the Lee County, Florida. The parties expressly waive the right to trial by jury, if any. The provisions of this paragraph will survive the termination of this contract.
12. **Advice of Counsel.** Each party acknowledges that this is a negotiated contract between sophisticated parties, and each had opportunity to review this document with independent legal counsel. Each party executes this document freely, without duress, coercion or undue influence, after becoming satisfied with the contents of this contract, whether or not the party retained independent legal counsel. Rules of construction will not be applied to interpret or construe the terms of this contract against any party on the basis that the party, or the party's counsel, drafted this contract.
13. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) telecommunicated via facsimile transmission, electronic mail, hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the party hereunder at the address set forth in the Acknowledgment Section below.
14. **Final Contract; Amendments; Counterparts; Signatures.** This instrument embodies the whole contract of the parties to this contract and there are no promises, duties, terms, conditions or obligations between the parties other than those herein contained or expressly referenced. The parties may execute this contract in counterparts, each deemed an original, but all taken together will constitute the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page in accordance with the notice provisions hereof will be binding upon any party so confirming, and facsimile signatures will have the same effect as originals. Modifications must be in writing and executed by the party charged.

Acknowledgement Section

Agreed to and acknowledged this 13 day of November 2018 by:

Legacy Pro Sports LLC

By Ryan Sherry
LPS, its Vice Pres. & COO

Notice Information:

Legacy Pro Sports LLC

25 Carrotwood Court

Fort Myers, Florida 33919

E-mail : Ryan.Sherry@legacyprosports.us

Agreed to and acknowledged this 13 day of November 2018 by:

Client

Client Sign Seyi Arijotutu
Client Print Name Seyi Arijotutu individually

Notice Information:

E-mail: _____